

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THRIVEST SPECIALTY FUNDING,  
LLC**

**Petitioner,**

**v.**

**WILLIAM E. WHITE,**

**Respondent.**

**CIVIL ACTION**

**Case No. 2:18-cv-1877**

**RESPONDENT’S MEMORANDUM IN OPPOSITION TO THRIVEST’S MOTION TO  
SEAL EMERGENCY MOTION TO CONFIRM ARBITRATION AWARD**

**I. Background**

On May 1, 2018, Thrivest filed a Complaint to Compel Arbitration (the “Demand”) in the United States District Court for the Western District of Pennsylvania which was transferred to this Court on May 4, 2018.<sup>1</sup> Thrivest, did not seek, however, to file the Demand (which discloses both the existence and contents of the arbitration which is the subject of this action) under seal.<sup>2</sup>

On May 2, 2018, the Court considered Thrivest’s emergency request to require Mr. White to Escrow \$750,000 for the same reasons it advanced to the Emergency Arbitrator on May 15, 2019.<sup>3</sup> At the outset of that hearing, class counsel, Ms. Benedetto, in referring to the filing of the Demand on May 1, 2018, the day before stated: “Your Honor . . . I believe Mr. Buckley filed something on Thrivest’s behalf yesterday on [E]CF that [dis]closed that particular class member

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<sup>1</sup> See *Thrivest Specialty Funding v. William E. White*, 2:18-cv-00563 (W.D. Pa. May 4, 2018)

<sup>2</sup> See Dkt 1.

<sup>3</sup> *In re: National Football League Players’ Concussion Injury Litigation*, Case No. 2:12-md-02323-AB.

we're talking about's name . . . so its already out there.”<sup>4</sup> Thrivest made these disclosures without the consent of Mr. White in breach of Section 6(z) of the Assignment Agreement.

## **II. LAW AND ARGUMENT**

Under Local Rule 5.1.5(a)(2), the Court has the authority to order documents sealed. Here, given that the Demand was filed in breach of Section 6(z) of the Assignment Agreement, there is no basis for the Court to seal the Emergency Motion to Confirm Arbitration Award. To the contrary, Mr. White posits that good cause exists not to seal the Emergency Motion.

On June 13, 2018, while requesting that the appeal be expedited, Thrivest described the matter as a “bellwether for Thrivest’s 34 other advance transactions” with class members.<sup>5</sup> As such, notions of judicial notice, fairness, and efficiency dictate that similarly situated class members have access to dispositions of this Court which may impact upon their rights before this Court and/or an arbitrator.

## **III. CONCLUSION**

For the reasons stated herein, Mr. White requests respectfully that the Court deny Thrivest’s Motion to Seal Emergency Motion to Confirm Arbitration Award.

Respectfully submitted,

/s/ Robert C. Wood  
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<sup>4</sup> Transcript of Telephone Conference Before the Honorable Anita B. Brody, May 2, 2018, at 2:43 p.m. at page 5.

<sup>5</sup> See *In re: National Football League Players’ Concussion Injury Litigation*, Case No. 18-2184 Motion to Expedite Appeal (Doc. No. 003112955853).

**CERTIFICATE OF SERVICE**

I, Robert C. Wood, hereby certify that the foregoing was electronically filed on this date; it is available for viewing and downloading on the Court's CM/ECF system; and it will be served on all counsel of record via the Court's CM/ECF system.

Dated: June 25, 2019

/s/ Robert C. Wood  
*Counsel for the Respondent*